

LETTER OF ENGAGEMENT

Client Name:

Date:

Parties:

This Letter of Engagement (the “Agreement”) is entered into between [Consultant Name], hereinafter referred to as “Consultant,” and [Client Name], hereinafter referred to as “Client.” Consultant agrees to provide professional services to Client on the terms and conditions set forth herein.

1. Scope of Services

Consultant shall provide advisory, consulting, and related services as agreed upon by the parties. Specific deliverables, timelines, and responsibilities shall be outlined in attached schedules or statements of work, which form part of this Agreement.

2. Term

This Agreement shall commence upon execution and shall continue until terminated by either party in accordance with Section 7.

3. Fees and Payment

Client agrees to pay Consultant fees as set forth in the attached Fee Schedule. Payment shall be made within thirty (30) days of invoice receipt unless otherwise specified. Late payments may incur interest at the maximum rate permitted by law.

4. Expenses

Client shall reimburse Consultant for all reasonable and necessary expenses incurred in connection with the performance of services, provided that such expenses are pre-approved by Client.

5. Confidentiality

Each party agrees to keep confidential and not disclose any proprietary or confidential information received from the other party, except as required by law or with prior written consent.

6. Intellectual Property

Consultant retains all intellectual property rights in any materials developed prior to or independently of this Agreement. Any new intellectual property created during the engagement shall be owned as set forth in the applicable schedules or statements of work.

7. Termination

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, Client shall pay Consultant for all services performed and expenses incurred up to the termination date.

8. Independent Contractor

Consultant is an independent contractor and not an employee, partner, or agent of Client. Consultant shall have no authority to bind Client or incur any obligations on Client's behalf.

9. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, or liabilities arising out of breach of this Agreement or negligence of the indemnifying party.

10. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

12. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiation, then, if unresolved, through binding arbitration in accordance with the rules of the American Arbitration Association.

13. Entire Agreement; Amendments

This Agreement, including all attached schedules and appendices, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations, whether oral or written. Any amendments must be in writing and signed by both parties.

14. Notices

All notices under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmed receipt, to the parties at their respective addresses set forth herein or as otherwise designated.

15. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

16. Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

CONSULTANT'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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